Ralph Winterowd Show – January 30, 2011

[Ralph] We’re going to have Dr. Judy Wood on tentatively this week but it’s going to be next week so it’s going to be an astounding show here next week. So you really want to tune in for that. It’s going to be a shocker, wakeup call to America.

Ok, what I’m going to do today…I couldn’t make this stuff up what’s going on in these several cases with the IRS and quiet title actions. I’m providing research materials into several of these different cases and it’s just hard to believe. I mean, how could this country and these courts be this far off? Got a case here involved in a reduced to judgment. The IRS brings the lawsuit against the party. They want your property. They have notices of federal tax lien. Now, I’ve proven conclusively that the notices of federal tax lien are all invalid without exception. We have a bankruptcy case that I’ve been involved with doing research material in California. IRS admitted their notices of federal tax liens are invalid. There’s more to it but they have admitted it. In the protector bankruptcy case the trustee when you go from a Chapter 11, to have a plan which is an issue of contract to try to reorganize. They go to a Chapter 7, they go to a fire sale. The trustee comes on board. There is no official bond. There’s one company that does 95% of all the bonding for the bankruptcy cases. I don’t think they’re big enough to bond it. I don’t think they have enough resources. But we pushed it, there never was any evidence produced, entered into the court that there is actually an official bond bonding the trustees so that the trustee doesn’t steal the assets and wander off to South America or Kenya or wherever the hell they go to steal money or stay in this country and get elected—no official bond. How can this be? This is just an impossibility with all the bankruptcy cases going on and nobody ever tests these things, proving it? And like in the bankruptcy case—I’ll get back to the other one, reduced to judgment—but in the bankruptcy case we start off with liens that are invalid. Every IRS lien without exception is an invalid fraudulent document. How many of those are filed in America? Thousands, tens of thousands, hundreds of thousands—I don’t know—a whole heck of a lot of them and they cannot be proven. There’s no evidence to back them up. And how many people have gone to jail, lost their property because of these fraudulent documents? And nobody, for whatever reason, ever engages—a lot of people have tried—and I don’t fault people for trying. But you have to have evidence to blow these things out of the water. Now, what’s going to be astounding is to see how the court seals this because there’s a 2255 sitting on the East Coast, there’s one sitting down South now, that’s been filed using this research material. This has hit a bankruptcy case. It’s hit a couple cases in Alaska. What are they going to do? Notices of Federal Tax Liens have no—you can conclusively prove, conclusively, not makeup, no B.S., no guru nonsense. You can conclusively prove they do not exist, they’re invalid, they’re fraud. So why are we in this mess? That’s a darned good question. In this particular case on the reduce to judgment these people decided to take the IRS, these people, on. The IRS—they will file a lawsuit in the United States District Court which is not a District Court of the United States. It still exists, the District Court of the United States. Ever since 1948 it quietly went into the closet. It’s not used. The IRS will send you out a whole bunch of paperwork nonsense out of their administrative file computer stuff—just baloney. Can’t use it as evidence. Their 4340s say that there’s assessment and there’s always a key, there’s jugulars to these things, to conclusively prove them. But we have these belief systems and we get caught up in them. Been there, done that. So, in this particular case you asked for specific documents—nothing happened. They won’t answer because you would be embarrassing or harassing the United States. Really? You’re the guys that brought the lawsuit. How can I do something that would embarrass or harass the United States. Well, the question is, who’s the United States? That’s an interesting question. So, you don’t get discovery rules you can’t get documents from these folks. You put in for interrogatories to have questions answered under oath of the United States, who’s the client here? Who is the client? If the attorney is there, the attorney’s not supposed to be answering the interrogatories, the client is. The attorney does—never answers one question—everything is always deflected—same old nonsense—embarrassing the United States—same stuff. So, interrogatories will never get answered. And the attorney that signs for the interrogatories says, ‘well, I am looking too for the documents that I have in my administrative file like in his office.’ Well, we didn’t ask for what you had in your office. It’s amazing. So you don’t get any of those. So you don’t get any production of documents and you don’t get any interrogatories.

Anyway, continuing on here, so now the IRS, the United States—they call it United States of America—brings this case. You’re not allowed to get any production of documents. You’re not allowed to get interrogatories. You put in interrogatories, I want under oath and I have questions and then you can link those back to production of documents—all blocked. So then you put in admissions, admit or deny. Those are all blocked. So now, the only thing that’s left is just to depose—depositions. So these people put in to depose, United States and United States of America. Wouldn’t it be interesting to see who showed up? They brought the law suit. Well, let’s see who you are behind the little curtain that we can’t see. They have the depositions, nobody shows up. And what the “attorney” puts in for United States of America which I don’t think they have a client is it wouldn’t help to depose any IRS agents. We didn’t ask for your IRS agents. We asked for the client who is the party behind the scenes that’s bringing the litigation. Who is it? Now, the judge gets around in this because the United States of America again puts in for a protective order because nothing could be gained by deposing the United States or United States of America. Imagine this. And our good illustrious judge agrees with it. He gives them a protective order and then he redacts his signature. Signature redacted…. I couldn’t make this stuff up. So now, the “government” that we have brings a case to reduce to judgment. We want your land, your property. We want to control it, take it away from you and you have access to no discovery—none.

This is real live stuff going on and one of them that I’m going to get to as soon as I get through talking about this is a real live quiet title action, clouds on title. Got the information in on MERS from Delaware—just had that dropped off this morning by somebody that picked up my mail so I’m going to look at that—real live information on real live cases. The one in Dillingham is David Gladdin and he’s given me permission on that one so we’ll be talking about that in just a minute. But I want to get back to this one here, this reduced to judgment. I got to sanitize this and put this out. But here’s the type of stuff. Now, just imagine somebody files a lawsuit and you are allowed no production of documents, you’re allowed no discovery of any type, you’re allowed no interrogatories of somebody under oath, true and correct under the penalties of perjury, you’re allowed no admissions and you can’t depose the other guy. It’s, ‘shut up, be compliant and complacent and lose.’ Unbelievable. These are quotes out of some of the responses that came out of the Department of Justice. This is the thing running into now when you actually really understand and really start putting the real facts with evidence against these guys. This is a quote: ‘The United States objects to these requests for admission to the extent they are calculated to annoy and oppress the United States.’ Annoy and oppress the United States? Do you believe this? That’s for real. Here’s another one—another quote they used. ‘The United States objects to these requests for admission to the extent they seek information protected from disclosure by applicable privilege including attorney client privilege, the work product doctrine, the liberty process privilege and any other rule or privilege or confidentiality provided by law. Any inadvertent production of documents subject to a privilege does not constitute a waiver by the United States of such privilege.’ Say what? Do you believe this? The United States objects to requests for admissions to the extent they seek information not relevant to the subject matter of this action or which is not reasonably calculated to lead to the discovery of admissible evidence. This is real stuff. I’m going to put this out. I got to get it sanitized because these people don’t want their name out. I don’t blame a lot of people for not doing that. Unbelievable. The United States objects to these requests for admission to the extent they are based upon a relevant legal authority and are contrary to well established meanings. The United States objects to these requests for admission to the extent that they incorporate reference or rely upon factual assumptions or characterization that are incorrect, speculative or unsubstantiated. The United States objects to these requests for admissions to the extent they’re directed to the Department of Treasury or the Internal Revenue Service. Who in the hell would you have put them to? The Department of Treasury or the Internal Revenue Service and it’s under United States of America. Well, if the party that’s involved in this isn’t the Department of Treasury or the Internal Revenue Service—I need my logic checked. This is real. It’s amazing. You cannot believe this stuff that they would get around and do this type of stuff that it would actually be happening in our country. It shocks the conscience and yet they filed in these documents and they don’t actually want to file them in because that’s another one of the little illusions. There’s no evidence. They don’t want to deal with evidence. They don’t want to deal in law. In bankruptcy cases I’ve seen, when they file in, the IRS comes in if you take this to court for bankruptcy to get what’s called a proof of claim they have to put in a proof of claim of evidence to their supposed debt. They’re facsimiles of the notices of federal tax lien. They are not the actual notices of federal tax lien which they’re not even a tax lien to begin with, they’re a notice, they’re illegal on their face. Well, lets say if they were they don’t even file in the actual notice of federal tax lien that’s filed in your county or borough recording office. It’s a facsimile. We just make up something that looks kind of like—no evidence—there’s no evidence filed in that court—nothing. Imagine if you had a contract and you made up a facsimile of a contract and took it to court. Would the court allow you to do that? Of course not, not in your wildest dream. Do you know the Supreme Court of the United States wants you to make up and they’re not even a facsimile. When you file into the Supreme Court of the United States they do not want to see original documents. You have to make them up yourself to look like—you believe this—a court that doesn’t want to see the original documents. Unbelievable, no evidence again. Could there be 300 plus million people in America enslaved to agencies, federal agencies, and not understand their enslavement? That’s a fact, it’s true, and people have no idea how to fight it--none. This Real ID Act is one of them that’s coming up. I think it’s in May this year. It has no application to you or me if we understand what’s going on—none. And everybody’s all lathered up about it with no evidence to understand how to fight it. It’s the same core issues are used to expose all of these and it’s the headless fourth branch of government. Not my words—those came out of the research that Franklin Delano Roosevelt instigated because the agencies were usurping not only his “position” as president but the Congress—I actually have that book for a $100 donation—that’s one of the few—400 pages—done by the government, blessed by FDR. Our headless fourth branch of government and nobody even has a clue that it exists and nobody understands the concepts of how these agencies enslave us. It’s shocking. What’s the secret of the agencies? Then we’re going to get into foreclosures and quiet titles—more that I’ve learned on that in this last week. I’m going to get to the bottom of those two. The bottom of the agencies is a simple process. Congress tells agencies to promulgate, i.e., publish regulations in the Federal Register. All of the legislation that Congress is doing, always has buried into it, they pass the buck over to agencies to put regulations out there—all of them. If anybody would take the time to research it. Pull up a bill, talk about the regulations and almost without exception every one of them because they are legislating for a specific class of fictions, will have in a citizen or national of the United States or they will define state to include the District of Columbia and states of the United States—something along those lines. That automatically removes them from any Constitutional authority that they were delegated within the federal Constitution. They have no authority to do what they’re doing. But it’s not unconstitutional and we sit here on our duffs and allow them to legislate for a specific class of fictions and we agree to support it. That’s what we’ve done. How do you expose these agencies? I just got in—I bought the book for the CFR’s for Title 23 which is all the highways, all the stuff that has to do with the right to travel, that we think the right to travel and the highways. It’s all guidelines, all safety guidelines. Well, guidelines are really nice but they have no force and effect of law. So how does one succinctly delineate an agency and how do you expose it? That should be shouted from the rooftops. Let’s take the IRS. The only way the IRS—they legally don’t even exist, by the way, but let’s say they did—the only way they can grab you and me as part of mankind in the real world is by assessment or by revenue stamps—that’s it. But we know they don’t use revenue stamps and we can conclusively prove because we have documents for garnishment or levying, notices of federal tax lien. You will always see, ‘you have been assessed,’ or ‘there’s been an assessment.’ There’s the key to unlock it. Congress said in—and it’s codified in 26 USC 6203—assessment liability shall be by regulation—paraphrased slightly—right on point. So, if you have to have an assessment Congress has mandated that there shall be regulations promulgated, published, by the Secretary, regardless of who it is. The only place they show up is in the Federal Register. That’s the only place they can put regulations. They use the word, rule and regulations, interchangeably. They are not rules…government regulations for a regulated industry like alcohol or something but that’s neither here nor there either—but back to the point. Number one, assessment shall be by regulations, that’s their 1954 IRS Code. It’s in 26 USC. This issue is the regulations got to be in the Federal Register. Great. Ok, so now we’re at point 1. So how do I conclusively prove because Congress said and the courts have to take judicial notice of the “law”, the appearance of law which means they can’t tweak it. And they have to put it into effect. I got two modules that I put out on the special list for that. That ties the hands of the judge. If Congress wrote it, I don’t care if they are a den of vipers, they wrote it, I believe it and it has to be put into effect as written. So what’s the next step? They do the regulations. …number two, agencies live in the Federal Register. Federal agencies live in the Federal Register, that’s where they live. That’s where they tell you what they do. Congress put their nonsense out in the public statutes-at-large which there is a presumption that they voted on them and they’re passed and they either were signed by the President or there was a veto and it was overridden. But they have to take judicial notice of the public statutes as printed in the Federal Register—these are where these agencies live—so we got, number one, Congress said the liability for assessment is by regulations. So, I go to the Federal Register. What do I do there? How could I simplify this? Well, in the Federal Register Act of 1935, it also says acts have to be published by Congress have to be there and Congress said to implement the Federal Register Act to the federal administrative committee. They did. They published regulations. They’re called 1 CFRs, 1 CFR 1.1 up to, I think, 22.70. And what they said in 1 CFR, 21.43, behind the table of contents the specific delegations by Congress have to be listed. So, what do I see? What does this mean to you and me? Well, I go down to the law library because all of the total books are not available on the internet because we are on a need to know and we don’t need to know. There are 13 volumes—they come out in April—for Part 1. Part 1 means Individual Income Tax. So I go look at the very beginning of this book, these 13 volumes. They will list—they got a bunch of nonsense at the front. They actually admit in the first volume that all the regulations are interpretive. It’s right there in the Federal Register and I won’t get off on that, right now. You step on down, they will list all the regulations they’ve promulgated for Part 1. They’ve broken it down into 13 numerically so you just go from 1.1 up to some point and they list them. That’s in the Table of Contents. At the very end of that you will see the authority—it’s in brackets—it’ll have 70805, that’s your starting point, that’s the end of all the regulations. And then they re-list certain regulations below that authority. 7805 is general. Any general authority has no force and effect of law but that’s your starting point. So I go, number one, Congress said in 6203 all the assessments will be by regulations so I go to the law library. I look at those 13 volumes. I grab the first book. I go down and see all these regulations listed and then I see the little part in brackets and I see authority. That’s where 1 CFR 21.43 kicks in. They got to show the specific statutory authority. I go look. Have there been any regulations promulgated under the statutory authority—they call it Code Sections—6203? Not at any one of those 13 volumes. Now, I can search on the CFRs just to cross check. There’s never been a 1 26 CFR Code of Federal Regulations, 1 CFR 1.6203 or there’s never been a 26 CFR 1.861 under statutory authority because below the Table of Contents they have to list the regulation and they have to list the statutory authority. There has never been a regulation promulgated under assessment for Part 1, ever, to date. So if you just went straight from the Code sections, straight to below the Table of Contents—this works for all agencies—they have to show a specific statutory authority. There’s no assessment regulations, ever. Now, if it shows up and the next step is there are only two types of regulations. If it did show up—there’s only two types, interpretive, which means the IRS, some attorney, has an opinion. They are worthless. They have no validity. They have no force and effect of law. They give deference, they allow you—the courts will say, ‘oh, we’ll look at them,’ as though they may be correct but if you know what you’re doing, it’s quite easy to blow the only—there’s only two types you need to worry about. Throw out the word, implementing—baloney word. It’s interpretive and it’s exempted because of what? Benefits—5 USC 553(a)(2). If there’s a benefit, contract, any of those types, along those lines I got several things, they will not have the force and effect of law because they can’t bind you to a benefit. They can’t bind you to a contract. So that’s the interpretive side, total nonsense, they have no force and effect of law. The only other ones are called substantive regs. How do I get to those types of regulations? How do I do it? You have to go into the Federal Register specifically. You cannot rely upon the Code of Federal Regulations, that’s a summary. You have to go so if you had one, some regulation, you go into and it will show you the Federal Register Publications. And ever since about 1976 they have a format they have to follow. In there it has to say, it’s in compliance with 5 USC 553(b) or they will say, ‘oh, we’re not going to use 553(b). So here’s the two standards—there’s only two—one is the formal which is a trial like situation which you’re not going to see. They use that supposedly in drugs but it has to be listed. Or there’s the informal which means we are going to just in 553(b), (c), and (d) we are going to give you notice, you slaves out here. We’re going to say you can do comments on it and then they’ll come back and they’ll publish a final rule. They will have to address all the comments and they have to wait thirty days. Or the other game they play is thirty days before it becomes effective or they just say no because of some emergency and they have to list the emergency and have it for real which they don’t and they implement it. Not implement but then it goes out there and what happens then it goes to Congress and sits for sixty days and if Congress doesn’t do anything it’s written into concrete. That’s the way it works. How many people know that? Very few. So you start, you have to find the statute or the code section that says there are going to be regulations. You go behind the Table of Contents and see if they’re there, if they exist or not. If they do actually exist there are quite a few of them in the IRS that do exist but not for the things that would get you and me in trouble. There’s only one more test. Do they pass the Administrative Procedures Act of 1946 and that act was specifically put in for substantive regulations to have a specific process that you could identify. Now, how they going to fool us? We go to social security, there’s nothing there. The Real ID Act, that’s one I went into. If you go into the Federal Register to check it out and they don’t talk about nothing—there’s nothing there that says they’re in compliance or they’re not and you say, ‘well, wait a minute, that has to be.’ No. You got to back up one more step because Congress under Homeland Security specifically excluded that there had to be compliance with the Administrative Procedures Act. It does not have to have the force and effect of law because they can’t. So Congress in the statutory side of this nonsense said, ‘oh, Homeland Security would almost always have a waiver.’ They don’t deal with it. They just promulgate regulations and the ignorant, illiterate stupid folks of us out here we think we’re hooked. The Real ID Act has no force and effect of law. None. And I’ve talked about it before, the amazing EPA. I saw something about the governor down in, I think it was New Mexico. Got something slammed in her face about she wasn’t going to do something with the EPA. Our good Senator Murkowski up here got elected, her election bought by the natives because corporations write-in can put in unlimited funds and we can’t. She took on the EPA and the EPA won. Shocking.

I’ve been talking about these agencies and life in America under the imperium, the absolute power of agencies. They rule absolutely in this country. Who they are, I don’t have a clue. They sit behind closed doors. They promulgate regulations from God knows where they come from with all sorts of influences. The United States has patents on vaccines and stuff. What’s that going on in this country? You couldn’t give me a vaccine. No thank you. This EPA, I mean, every day they’re up—I just saw up here in the Daily Worker, the Anchorage Daily News up here, the natives in Alaska just got another…contract. When they bid they get these contracts and…and some of these, I mean, Cook Inlet region, they own companies all over the United States. They don’t have to go to bid. They just hand them to them and say, ‘here,’ and they keep getting them—corrupt to the nth degree. I just saw that the natives got another one because now, Lisa Murkowski, she got bought in there and she’s out there, ‘oh, we got to give these natives more contracts. They just got another. We don’t have to go to bid. They just got a payoff.’ Right in the paper and nobody has a clue. You just want to shake your head and say, ‘what in the heck is going on in this country?’ Look at all the people who’s lives are ruined by these agencies. They rule and nobody challenges it. The few that do don’t really understand it so they get swatted down. We need to have the knowledge out there. Say there’s 2255, there’s an appeal sitting in the 11th circuit, the bankruptcy court and a couple of other cases. And it’s amazing when you finally confront these corrupt criminal IRS, judges, attorneys. All of a sudden they got absolutely nothing to say. Like this…, we have absolutely no discovery at all—zero—zip. You don’t get documents, you don’t get interrogatories, you don’t get depositions, you don’t get admissions. Well, the what the heck are we doing here. Why don’t you just around, take your gun and come shoot me and steal it, because that’s what they’re doing. We’re not done with this thing yet, I guarantee you. Now that we’re starting to understand what these people are up to and exposing them for what they’re really doing, not even close to being done. And I’ve been doing, now, research into foreclosure which we’re going to be running out of time here, talk briefly about that and then when I’ve been learning about quiet title and cloud on a title, what’s the difference? And what are we doing there? And that’s one that Dave Gladdin’s information…his name out there on that particular case. We’re going to win, I’m sure, before it’s over, but I’m telling you what, this is going to be a tough nut because there’s too much at play here. The State of Alaska’s existence is what they’re doing, taxation in Alaska is going to be exposed. Dillingham, Alaska, a corrupt little city, not unique. This happens to be on the forefront with no law for property taxes or sales taxes—nothing—no ordinance. They just keep coming. It’s just shocking. I don’t know. This foreclosure that I got involved with now—like I say, it just got in. I haven’t had a chance. I got the envelope. I’ve got to open it up, read it, scan it and OCR it to look at MERS, the Mortgage Electronic Registration System out of Delaware Incorporated.

(hour 2)

We’re going to get into the foreclosure stuff here and this quiet title action stuff. It gets more shocking. The more you learn about it the worst it gets but there are solutions to this. I really do believe that or I wouldn’t be doing what I’m doing trying to get this information out and to prove this. In this foreclosure thing just to recap briefly the people involved are a Bank of America and ReconTrust. Who knows who they are, tied into Bank of America. And, o course, the good old MERS, the Mortgage Electronic Registration System that is chartered out of Delaware but doesn’t have an office there. I don’t know why. I wish I knew why everybody went to Delaware to become a fiction, a corporation. Must be something going on there. It’ll all eventually trip over it. And, of course, First Magnus Financial out of Arizona. Well, come to find out, First Magnus Financial out of Arizona went into bankruptcy in 2007.

Going to go over some of the foreclosure stuff and then we’re going to get into the quiet title, Dave Gladdin’s case. His is coming up to a real show tell by Friday. They’re going to try to do a force entry detainer and throw him out on the street but I think we’re going to have that stopped. We’ll see. But, again, if you’re going to fight agencies you have to understand, you have to be able to have real evidence. By the way, anything published in the Federal Register they have to take judicial notice of too. So, the question becomes on these foreclosures, it’s all about land. They’ve talked us out of the land. They’ve hoodwinked us. It’s all an illusion. Alaska is really bad, worse than the lower 48 because we came along so late. But we have this MERS, this Mortgage Electronic Registration System, and in this particular thing I started reading the deed of trust and I’ve got through more of it now trying to understand it. But, first of all, unless you have some standard to understand to compare to you don’t know how you’ve been lied to. In England they came up with, and this is Blackstone’s Commentaries which is on the internet, and it’s volume 2 up to page 199. To have a perfect legal title you must have possession, you must have right of possession and you must have right of property and that is known as a perfect legal title. There’s all kinds of cases in the United States that have quoted that. I found very few. I think I found one case that said, ‘well, we didn’t adopt England’s way of doing things over here, we just have land, and that’s nonsense—we shouldn’t have but that’s not what’s really going on over here. It’s in all sorts of cases. Let me just grab one here, *Evans v. Hogue,* Supreme Court of Oregon, 1984. And this is 681 P 2d 1133, a 1984 case. And it talks here about common law:

*Real actions were classified either proprietary or possessory. In the proprietary action the plaintiff sued in his right of property if he had lost possession. In a possesory action he sought to vindicate his right of possession which might be independent of the proprietary right.*

Restated—this is common law pleading number 48 out of….and…. And this is a quote.

*At early common law a complete title to real estate included the ultimate right of property, right of possession and actual present possession. As the right of property and the right of possession might be in different persons while the actual possession in a third person, actual possession was regarded as a right distinct from the right of property and the right of possession.*

What are they doing? So, what are those? What are the terms that we look at? If you have the right of property, that’s the thing that we touch, it also know as equitable title, equitable owner, in cestui que trust. That is the party that owns the thing. He who owns the thing can demand rents and fees and whatever. The right of possession is equivalent to a legal owner, title….legal title. I don’t know if I said that on the right of property but it’s also equitable title, equitable owner. So, you have the right of property, equitable owner, equitable title and you have the right of possession which is taking care of someone else’s property or their thing, their property, the thing that we touch. Legal owner….legal title. And then we have the other one which is possession and it can actually be naked possession and what they’re really doing in these foreclosure things—well, actually, you’re a squatter really. You don’t have anything. They just boot you off whenever they feel like it. But can we prove any of these things now. So, if we understand we’re looking for the word of title or legal title. In another thing, if we have possession, right of possession, right of property. So we got possession, right of possession, legal owner and legal title, right of property, equitable owner and equitable title. Those are the three elements better know them because if we don’t we’re not going to have a clue on how to understand these foreclosure documents, these deeds of trust that they play games with in the deed of trust. And I tried to read these many years ago when I was buying property through the banks. It says the beneficiary is MERS. MERS is the Mortgage Electronic Registration System, MERS. They have legal title so technically they are—this also can be the same status as a trustee taking care of somebody else’s stuff. So, they have legal title. It says so right in the deed of trust. They also say they’re the beneficiary. This thing is put up for the benefit so evidently somehow they’re making money off of this thing. Now, what the hell are they doing making money off of this being the beneficiary? Now, in reading this farther the title company when you go into this, they are appointed to be the trustee. So we have the legal title sitting in MERS and we have the First American Title Company in Anchorage, it’s the one that I’m involved with, they’re the trustee. So, they’re the trustee, but do they do anything? No. I went in and we asked them, ‘what do you do?’ ‘Well, we put the stuff together,’ they do take the original deed of trust, take it over and get it recorded. And we have the little game played in America thanks to this Torrens guy out of Australia. It’s not necessarily his exact stuff but it’s the same principle of the Torrens Act. But the game is title by registration, that is the game that’s played over and over for automobiles, land, everything in America. Title by registration, whatever you register is what you got so you better know what you’re registering. Does the average person ever read a deed of trust and understand it. I seriously doubt it. I don’t think many attorneys are competent to even touch it. So whatever you put in there, guess what, the legal title is in MERS. You put in there that the beneficiary is MERS. They never talk about the equitable owner and equitable title, the guy that owns the thing. We’re not going to talk about that one. But where it even got more interesting, because my friend and I went in to meet with Matt Block of Lane Powell, and couldn’t get within 24 inches of the document. These are worth hundreds of thousands of dollars. You can’t touch them. You can’t feel them, You can look at them from a distance of 24 inches. Of course, we went in the first time and supposedly they didn’t have the originals. But then the second time and I happened to mention, I said, ‘you didn’t have to get these printed off by a nice color printer from MERS, did you? I was ordered out of the office. Of course, I didn’t get up and leave. Why? I can’t touch them? It’s supposed to be his signature. You can’t pick them up, you can’t look at them, you can’t do anything. Well, guess what, in the deed of trust if you read this a little further because, see, this creates a major problem because, first of all, in these the note, the money, is supposed to be First Magnus Financial out of Arizona. Well, they’re in bankruptcy. So we just filed in with this research that I did, Danny filed it in, what are you doing with the money because this outfit is in bankruptcy? Do they know that you got, that you’re holding some of the money of this outfit? That’s supposed to be under control of a bankruptcy court. Anytime bankruptcy court comes along and somebody files bankruptcy the other litigation comes to a grinding halt. Been there, done that one with a person I was giving research material on. Do they know that you got this live money here, this original note you professed to have? The judge has been sitting on it for a week now—hasn’t budged. But it gets better. This really throws a kink in these mortgage backed securities. They take the deed of trust and the note, they take this stuff out—this is in this latest case out of Massachusetts. This was called *US Bank National Association v. Ibenez* where they wanted to see the original documents. Oh, it’s going to get much better now. They wanted to see, back there, the original documents. Where were they? Well, I got a question because in that they actually laid out and they show the chain of how they do all this nonsense, how they do this, take these things and they put them into a pool that says, right here, they take these mortgages, they’re put in with approximately 1220 other mortgage loans…

These attorneys, I don’t think they think—arrogant suckers—my, this guy was arrogant. Of course, I tricked him, I jabbed him good. He admitted in there that this original document is worth hundreds of thousands of dollars. I had a copy laying there which is worthless. So the only thing that has any value is the original. He’s admitted it. Ok, I concur. I don’t disagree. So now, if we take this case which is going on all over America, by a little bit of simple logic here—just keep a little logic in mind—only the originals have value. You can make copies but are they going to have any value? Of course not. So, now, we take this case, this Ibenez case back there and they talk about when the assigned mortgage pooled with approximately 1220 mortgage loans and these other loans were pooled into a trust and converted into mortgage-backed securities, the big thing that’s going on today, that can be bought or sold by investors in a process known as securitization. Now, do you think that these people have a copy of these or do you think they might have access to the original documents? Now, they’re supposed to be bonded, triple A bonds, I think, is what the level they were putting them on these mortgage… Do you think that these people that are bonding these—of course, that’s all another shell game—they’ve been caught in their lies bonding things that are worthless because these people aren’t qualified for the “mortgages” but are they bonding copies, are they bonding originals? Where do the originals exist? Where do they exist? They’re worth money. The attorney said so. I agree. I don’t disagree with that. I will stipulate the same. Well, if it’s in a mortgage-backed security, what the hell you doing with the original? What are all those…? Is that fraud up on Wall Street, the securitization and the bonding? That’s one major problem they got. They got another major problem, can the court adjudicate on something that is not an original document and have any control over it in that court? I say no. That’s sitting before the judge. It gets better yet. Read your deed of trust. I sure a lot of them are probably on this. This was in Article no. 23, re-conveyance. This is a beauty. This is going to cause major, major heartburn. 23, re-conveyance:

*Upon payment of all sums secured by the security instrument, lender shall request trustee to re-convey the property and surrender this security instrument and all notes evidencing debt secured by this security instrument to trustee.*

Whoa, re-convey the property and shall surrender this security instrument and all notes evidencing debt secured by this security instrument to trustee. Oh, golly gee whiz, they’re talking about the original documents and the note, anything that evidences the debt must be given back to the trustee. So now, we have an original document that’s “paid off”. It has to show up back to the trustee. But now we supposedly have it like in this particular case we have a bankruptcy case, First Magnus Financial out of Arizona that’s in bankruptcy and an attorney has this money and I can’t prove it yet but if we can get to discovery—we will at some point—I’ll bet you a hundred dollar bill that that thing is also sitting in a mortgage-backed securities bonded and securitized and for investors. This is one magical little piece of paper, pieces of paper, the deed of trust and the note. This is right in the deed of trust. Read it again.

*Upon payment of all sums secured by this security instrument lender shall request—that’s First Financial out of Arizona—shall request trustee—that’s got to be the First American Title—to re-convey the property and shall surrender—shall surrender, not may, might, could have been—shall surrender this security instrument and all notes evidencing debt secured by this security instrument to trustee. Trust shall re-convey the property without warrantee to the person or persons legally entitled to it. Such person or persons shall pay any recordization fee costs. Lender may charge such person or persons a flat fee for re-conveying the property but only if the fee is paid to a third party such as trustee for services rendered and the charging of the fee that’s permitted under applicable law.*

What they don’t say, but they have to, though, is they give it back to the trustee and the trustee if it’s going to be covered under the word, property—that means you get your original documents back. But there it is. That is a killer. That’s absolutely a killer. Why have we not seen that out there in the open? Is this the only deed of trust that has that? I’ll bet you not.

We’re going to get into the quiet title here in just a minute but this is so important. It’s just unbelievable. It said also in this deed of trust:

*The borrower irrevocably grants and conveys to trustee—*that’s First America Title—*in trust the power of sale.*

What the heck—wait a minute here—this outfit called ReconTrust who the hell are they? They’re not a trustee. It’s supposed to be First American Title. According to this lady over there she said, ‘well, we get a thing from the beneficiary which would be MERS to do a deed of re-conveyance if he paid it all off. What’s the deed of re-conveyance. What do they re-convey, what’s the title company re-convey to you? It says, without warrantee, which means not like re…--you got no recourse, you’re done, it’s worthless. But anyway, here it is:

All right, title and interest. The trustee does not have legal title, he doesn’t have equitable title, does not have possession, what are they conveying? Nothing. All they’re saying is we are going to allow you to sit on your “property” of which the legal title is not given back to you from MERS. There’s nothing in this that says the legal title is yours, the…legal title. The equitable owner—we’re going to get to the bottom of that. I’m going to talk about that in just a minute here on the quiet title stuff. So what am I getting from the trustee? They’re doing nothing. It’s the same as a quit claim deed. I can get around and say I have all my right, title and interest on somebody’s property to somebody else and as long as nobody acts on it I haven’t clouded the title because I don’t have anything to give. The title company has absolutely nothing to give. So when you get through the legal title is still sitting in MERS. The equitable title, who, the heck, has got that? What does the party get? He’s sitting there with naked possession. All he is, is a squatter, a glorified squatter sitting on land. The legal title is sitting in MERS and the equitable title is sitting in God knows where—the thing. And then the State of Alaska, because we are so far out there on the land, they say that up here in the Constitution and it’s even in the charter at Anchorage, they tax our private interest in land or in property—it’s by leasehold or held by the United States or a state or a political subdivision. Our private interest—interest means you have no title—it’s a totally different thing. There are only two types of title, legal title, you’re taking care of somebody’s stuff, equitable title, you own the thing. That’s it. You have an interest, you got nothing. They admit it. But now we have a problem, a real problem that this judge before we’re through with it over here in this foreclosure, that attorney says the original has value, the money. I absolutely agree. It’s just like an original contract. Only the original has any value. So the question becomes why is he holding it if it’s in bankruptcy, that’s the first question. Number two, if it’s been securitized in mortgage-backed securities and bonded, what the heck is he doing with it? And number three, how can the court adjudicate something they can’t even get their hands on? What would happen after a foreclosure? Where does the thing go? Does it just stay out there forever? And we have the actual document that sits with his signature on it which I just read. Now, what are they going to do? They’re really stuck because the trustee is supposed to get the originals back. Oh, this is going to get turned into a really interesting situation. Why doesn’t anybody read this stuff?

Frank, in Pennsylvania, go ahead.

[caller] Hey, Ralph, how you doing tonight?

[Ralph] By golly, I tell you what, we’re having more fun than a cat on a greasy roof on a hot day.

[caller] Is that right? Hey, I was just listening to you about the quiet title action and stuff that you’re getting ready to get into and the foreclosures and all that. On other thing you need to consider too is whenever you sign a note whose signature is on that? How many signatures on it, just yours—right?

[Ralph] That’s right.

[caller] What do they call that? It’s not a unilateral contract?

[Ralph] Well, sort of. It’s like a will and some of those things that do have validity and you got a good point and I’ve not researched it to where I jump off the cliff yet. All you’re doing is a promise. And in reality they used to do mortgages where you promised and they held it and then the trustee when you got through is to make it easy so they can get you off the land.

[caller] That’s right. I always challenged it—people I’ve been helping we always go after the banks as well—such and such, so and so made a loan or borrowed money from us. Oh, really, well where is the loan? What did you loan us? Because there’s no evidence of that.

[Ralph] Well, we know there isn’t, no, and then the other thing we put in is on this thing on the motion to amend the complaint, MERS, now, they’re a party to this—right? They have to be a party. First Financial has to be brought into it. Countrywide, by the way, they’re tied in, they’re in bankruptcy. They got to be a party to this. If this is in mortgage-backed securities the bonding company and those folks got to be brought into this—right?

[caller] I think the problem that a lot of people have, at least from what my experience is that when they’re being sued usually they’ll have MERS listed as a beneficiary and a party of interest. But then what’ll happen is when you go into discovery and you start asking discovery questions about the standing issue and the real party in interest then you have all these other third parties that want to get involved because MERS backs out. They don’t produce anything. They have those signature mills where they pump out these signatures for these alleged holders of the note and they don’t really exist. It’s a fraud, is what it is.

[Ralph] Would this be a proper thing for an interpleader? An interpleader being where we want to have MERS, the mortgage-backed security, the bank—you guys all litigated out, first of all, who in the hell’s got the original title or the original documents?

[caller] See, the thing is—see, what they’ll do is they’ll try to get you arguing those side issues but what people need to do is they need to stay focused on the real issue. And the real issue is who was the original lender because you didn’t have a loan with MERS, you had a loan with whoever was the original lender that you allegedly borrowed money from.

[Ralph] Yeah, First Magnus Financial—yeah.

[caller] Yeah, these other people they need to prove up that they even have standing to be in the court.

[Ralph] Well, that’s right. And they can’t have standing passing all this around, all these assignments and stuff unless we find out who’s holding the original because that’s the person that’s got the standing but then the next question, how in the heck did you get it from wherever it started from?

[caller] That’s right.

[Ralph] The issue that I’m bringing in here also is the legal title. Why does MERS have the legal title? Have you looked at deeds of trust? Do they have legal title, the ones you looked at?

[caller] They have no legal title. All they are is a processing company. The process…

[Ralph] No, but in the deed of trust, does it say, did you read the deed of trust that says they have the legal title.

[caller] My deed of trust says the same exact thing, Ralph, and they aren’t any more have legal standing than the actual….

[Ralph] No, but if they have legal title they have right of possession as a trustee.

[caller] Well, they claim to have legal title but the problem is when you take them into discovery they won’t bring anybody in. They’re putting motions for protective orders just like the IRS does. They’ll be putting all these different motions in trying to deny you that discovery because they don’t have a leg to stand on.

[Ralph] Well, let me ask you this. Is this one that you’re talking about is for you personally?

[caller] I’ve done for five different people already and it’s the same…

[Ralph] Ok, but let me ask you this. On the re-conveyance, does it have the part where they have to surrender the security instrument and all the notes evidencing debt back to the trustee?

[caller] I’m not sure I understood your question.

[Ralph] Ok. Do they have in there when they do a re-conveyance, they shall surrender this security instrument and all notes evidencing debt?

[caller] Yeah, you’re darned right because that’s personal property. If you re-convey that property and say you pay it off. Let’s say, for instance, you pay it off and they hold on to the note. They’re supposed to return that note.

[Ralph] The original note.

[caller] The original note…and it looks like they don’t.

[Ralph] Have you ever seen them return it?

[caller] No, but most people don’t ask for it.

[Ralph] Yeah, but its mandatory in this thing—it says so right in the contract.

[caller] You’re right, they’re supposed to but they don’t. Actually, you have to go after them over that issue. The point is that you have to make, do you want your property returned because if they don’t return it then you go after them criminally for receipt of stolen property.

[Ralph] Have you ever seen anybody go after them and do it.

[caller] I know one guy who did. He got his back.

[Ralph] He actually did get his original back?

[caller] Yes, he did. He lives down here in Baltimore, Maryland.

[Ralph] Well, I’ll tell you what. I got involved in a commercial security agreement when I had a business. Those things are a Jewish shitar of the nth degree and I went in a paid off a truck loan for my company and I said I want the original and I got to find the UCC because there’s one that says you have to have the original back or nothing’s changed and the bank said, ‘we never give them back.’ You know what they did to me? They pulled every loan I had, my line of credit, all my thing, $115,000 due and payable in ten days. Now there’s a scary thought. I borrowed $115,000 and I went in there on a handshake, went in a tried to give it to the banker and he said, ‘nope, we’re not going to do it, we never give the originals.’ They took me to court. If I’d have taken the money in then I’d have won right then but the judge, Judge Reese was his name, and this was Key Bank in Anchorage, by the way, and he said, ‘well, you bring the original documents and I’ll give you the money and then all of a sudden when he got through, ‘oh, oh, wait a minute.’ It was just like somebody gave him a high sign and he said, ‘no, no, we’ll go to the bank.’ Then he asked the bank, ‘well, how long do you need?’ ‘Thirty days.’ In thirty days they did come up with the original documents. They had seven staple marks on every one of my originals. I took cash in and I wish I knew somebody out there that was smarter than I am that knows why but I offered him cash and he said, ‘I can’t take it. I have a jurisdictional problem.’ I said, ‘I’m going to offer it to you one more time then I’m walking out the door.’ He took the cash. He wanted me to go over and get a cashier’s check but I have no idea why he couldn’t take cash. I still don’t.

[caller] See, when there’s staple marks on there that’s evidence of allonge being attached to that. An allonge is something that’s attached to an original promissory note that is used as an endorsement to transfer one party to another.

[Ralph] I still don’t quite understand what you’re trying to tell me here. Explain it a little more.

[caller] An allonge is a technical term that is used… For instance, when you take a check and you sign on the back, you could only get so many signatures on there. Since those notes are being transferred from party to party to party to party on down the line they have to add something onto that a lot of times in order to get extra endorsements on it. What they do is they take those allonges off—if they do have the original note and they do produce it they take them off because that’s evidence that it’s been securitized, that it’s been paid. For instance, if you go get a loan with Bank A and Bank A takes it and sells it to Bank B, well Bank A’s been already been paid from Bank B so that should cancel your debt. It would be between you and Bank B now, not you and Bank A because Bank A’s been paid by Bank B when they sold the note. See what I’m saying?

[Ralph] Um huh.

[caller] Yeah, that’s why whenever you go after them I always challenge, where’s the money you loaned me? Who loaned me the money? Show me the loan because you want to see the bank bookkeeping entries, you want to see all their documents they have for the alleged loan and they’re not going to produce it because it would show that they committed fraud.

[Ralph] Let me ask you this. You’ve been doing a couple of these. I went over and got a copy, the insurance, the policy that you pay that they don’t give the person either. You got to ready that very carefully but the thing is if a person makes a ‘not make a payment’ are they not paid off in full?

[caller] Well, that’s a good argument. You have what’s called underwriter’s insurance.

[Ralph] Because it sure looks like it to me. The person that owned the B.S. loan, this policy is there’s so they’re risking nothing and you’re paying the policy on it so have they been paid off—yes or no—so are they trying to double dip. I don’t know the answer to that. I’m going to find out.

[caller] Those are questions that need to be answered and if you want to get answers to questions like that, that would be a good way to get them into discovery.

[Ralph] Well, we got to get past this judge but I’ll tell you what, this note thing is absolute killer because if an outfit is in bankruptcy all the money in that outfit is supposed be under the control of the bankruptcy court. Number two, the bottom line, it says that the note and stuff is coming back to the trustee if this thing was actually paid off. So, the question becomes also that if this has been securitized and is sitting and been bonded, it’s investors, then they got to have an original or they’ve been hoodwinked or we’ve got security fraud here. So we got three places for sure that it’s got to be. If it was paid off it would have to be back to the John Doe that had it. He had to bring it back. Number two, if the thing’s tied up in mortgage-backed securities, are they doing to pull one of these ‘mortgages’ out of this pool that’s in this trust? Of course not, they can’t.

[caller] They can’t because when that mortgage goes into those pools there’s REMIC, it goes into REMIC and that REMIC is diced up into like multiples. It is very much like putting it in the meat grinder and it divvied out to all these different investors. So each little investor owns a little chunk of each and every mortgage that’s out there. How you going to get the proper party of interest to come and take you to court?

[Ralph] So we have a problem here then. We have a security fraud because if there’s no original mortgages there then what they’re selling you is nonsense—smoke.

[caller] That’s right—absolutely.

[Ralph] Then they also because of doing that they have made it an impossibility, the law does not allow the…of possibilities. If it gets paid off what happens to the note? They can’t meet the contract to bring it back to the original guy.

[caller] That’s right, you can’t be required to comply with a negative.

[Ralph] I’ll tell you what, I am not done with these puppies yet just like with the IRS. I am going to get to the bottom of this.

I want to make a quick statement here. We never got to the quiet title but a cloud on a title is to a specific instrument and there’s something that’s not shown on the actual document, that’s what you use in a quiet title. It covers it all.

Joe, in Illinois, go ahead.

[caller] How you doing? Joe from …34IBW. I’ve been laid off for a couple of years so I had to get a loan modification and I was in the original situation when I got divorced eight year ago, signed a re-finance—bought out the ex, gave her, her share and the house is all mine but they only kept it two years and sold it to some other mortgage company that changed their name and sold it to another. I don’t know, I’m on the second or third one that bought it. I was wondering, do you think that my signing the modification document would be still binding even though I didn’t sign the original. I mean, a modification is a modification of the original document which I never signed with my present mortgage company.

[Ralph] I personally without seeing it….little more facts but I would say no. I wouldn’t commit to it. I don’t see how you can modify the original because the originals they don’t have any means to modify them so I don’t know. I would say no.

[caller] Right—ok. Thanks, Ralph.

[Ralph] Let me get the last caller here and I don’t want to cut you off. I want to give Sid, here in Indiana, because I didn’t pay attention here.

[caller] Hey guys, I wanted to tell you real quickly that I talked to you six months ago. I had paid off my mortgage and was unable to get back my mortgage papers and you told me to go to federal court and fight them. I don’t know if you remember.

[Ralph] I don’t give legal advice because I’m not an attorney but go ahead.

[caller] Here’s the punch line, guys, went to federal court. You wouldn’t believe how fast these people started moving, how I got my papers. I got everything back. And I wasn’t trying to say you gave me legal advice, I’m just trying to say I listened to what you said. I went to federal court and we didn’t have to go anywhere with that. Once they got served all of a sudden I started getting mail.

[Ralph] If you could leave your name or something after the show here, would you allow me to go in there and check the case in federal court?

[caller] Sure, if you want. I wanted to say thank you.

[Ralph] Ok, great, I’m glad it worked out. Ok, well anyway, we got these guys. I’ll tell you what. These guys can be beaten. It’s not over yet by a long ways. It’s the facts and the evidence. And go read your deed of trust. I started off trying to read the first one I ever did. I didn’t have a clue. I had no idea what I was signing. I just said, ‘hey, where’s the candy, where do I sign? And that’s what I did. That’s what I did on the commercial security agreement. I wanted a $75,000 line of credit. I wanted to buy trucks. I just signed up. Then I found out that when I challenged the bank the sky was falling. All those loans were due and payable on demand. I could not believe it. I survived it. Anyway, we’ll be back next week. I think Dr. Judy Wood will be on. You really aren’t going to want to miss this show and as I always say, watch out for the federales, they’re everywhere. Stay safe and we’ll see you in a week.